

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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TRUSTEES OF THE PAVERS AND ROAD
BUILDERS DISTRICT COUNCIL WELFARE,
PENSION, ANNUITY AND LOCAL 1010
APPRENTICESHIP, SKILL IMPROVEMENT
AND TRAINING FUNDS,

MEMORANDUM AND ORDER

Plaintiffs,

Case No. 1:21-cv-03853-FB-LB

-against-

KORE CONTRACTING CORP.,

Defendant.

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BLOCK, Senior District Judge:

On April 5, 2022, Magistrate Judge Lois Bloom issued a Report and Recommendation (“R&R”), recommending that the pending motion for default judgment be granted in part and denied in part. *See* ECF No. 20 at 1. The R&R also recommended that judgment be entered against Kore Contracting Corp. (“Kore”) in an amount totaling \$138,183.00, plus post-judgment interest in an amount to be calculated by the Clerk of Court pursuant to 28 U.S.C. § 1961(a).

The R&R stated that failure to object within fourteen days of the date of the R&R would preclude further review. No objections were filed. If clear notice has been given of the consequences of failing to object and there are no objections, the Court may adopt the R&R without de novo review. *See Smith v. Campbell*, 782

F.3d 93, 102 (2d Cir. 2015) (“Where parties receive clear notice of the consequences, failure to timely object to a magistrate’s report and recommendation operates as a waiver of further judicial review of the magistrate’s decision.”) (internal citations omitted). The Court will excuse the failure to object and conduct de novo review if it appears that the magistrate judge may have committed plain error. *See Spence v. Superintendent, Great Meadow Corr. Facility*, 219 F.3d 162, 174 (2d Cir. 2000). No such error appears in Magistrate Judge Bloom’s thorough and well-written decision.

Accordingly, the Court **ADOPTS** the R&R, with the sole exception of its recommendation to deny the plaintiffs' request for the cost of service. Default judgment against Kore is granted in part and denied in part as described in the R&R, and the plaintiffs are additionally granted \$73.00 for the cost of service.¹ Therefore, plaintiffs are to be awarded damages comprised of: (i) \$138,183.00, as detailed in the R&R, (ii) \$73.00 for the cost of service, and (iii) post-judgment interest in an amount to be calculated by the Clerk of Court pursuant to 28 U.S.C. § 1961(a).

SO ORDERED.

/S/ Frederic Block
FREDERIC BLOCK
Senior United States District Judge

Brooklyn, New York
July 13, 2022

¹ Magistrate Judge Bloom recommended denying the plaintiffs' request for the cost of service without prejudice to supplementing the record within fourteen days with proof of payment. The plaintiffs timely submitted sufficient proof of payment for the cost of service. Accordingly, the Court grants this cost. *See Teamsters Loc. 814 Welfare Fund v. Dahill Moving 7 Storage Co.*, 545 F. Supp. 2d 260, 269 (E.D.N.Y. 2008).